



**MISSOURI DEPARTMENT OF TRANSPORTATION  
NORTHEAST DISTRICT  
SOLICITATION GUIDELINES AND DOCUMENTATION**

**REQUEST FOR QUOTATION**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

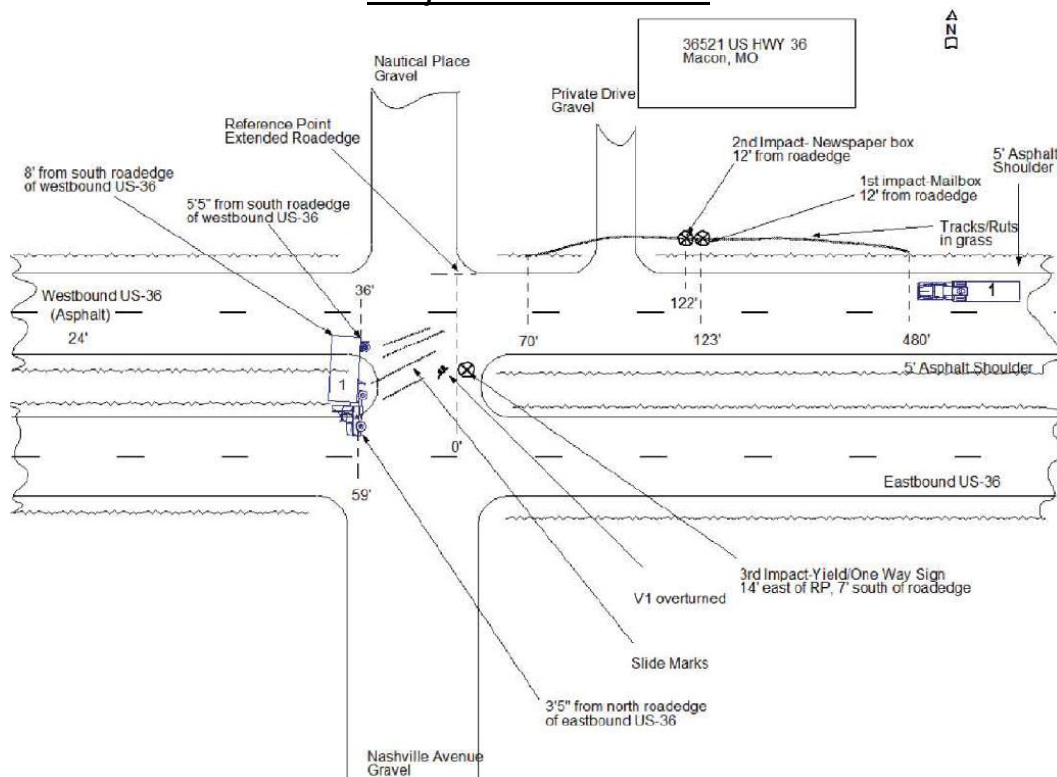
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|--|--|--|
| TODAY'S DATE:<br>FEBRUARY 6, 2015  | <b>RESPONSES DUE NO LATER THAN:<br/>FEBRUARY 19, 2015 @ 1:00 PM CENTRAL TIME</b>   | F.O.B. REQUIREMENTS: DESTINATION<br>(SEE PROJECT SITE LOCATION BELOW)  |
| IN THE SPACES PROVIDED BELOW, SPECIFY HOW SOON YOU COULD BEGIN AND HOW LONG WILL BE NEEDED TO COMPLETE ALL WORK.   | <b>REQUEST # NE15-37Q-R2</b><br><br>THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION. | BUYER NAME:<br>WILLIAM D. "BILL" NOYES, CPPO, CPPB<br>SENIOR PROCUREMENT AGENT<br>PHONE NUMBER: (660)-385-8245<br><b>FAX NUMBER: (573)-526-3169</b>  |
| Mailing Address:<br>MoDOT – Northeast District – Macon Regional Office<br>General Services (Procurement) Division<br>26826 U.S. Highway 63<br>Macon, MO. 63552 | <b>RFQ RESPONSES ACCEPTED BY FAX</b>   | <b>Project Site Location:</b><br>MoDOT – Northeast District – Macon County<br>36521 U.S. Highway 36, Macon, MO. 63552<br>North side of the Highway 36 near the junction of Nautical Place and Nashville Avenue |

**VENDOR NAME:**

(Please enter your company name in this block)

| <b>RUT REPAIRS AT THE PROJECT SITE LOCATION DESCRIBED HEREIN</b>  | <b>TOTAL QUOTE (LUMP SUM)<br/>PRICE FOR ALL WORK</b> |
|---|--|
| Filling ruts, smoothing ground, and landscaping/reseeding Right-of-Way area & property at the location rutted in recent property damage incident. | \$   |
| <b>Estimated date you would be available to begin work (*weather permitting*):</b>  |  |
| <b>Time frame estimated to complete work once started (*weather permitting*):</b>   |  |

**Project Site Location**



Site Photos  
(As seen facing West on Highway 36)



**\* MoDOT understands due to winter weather and ground conditions it may not be possible to complete the requested work at this time. However, we are seeking quotations now, so the awarded contractor may start this project as soon as weather and ground conditions change enough to allow for successful completion of the job. \***

### **SPECIAL TERMS AND CONDITIONS**

#### **F.O.B.**

Services quoted are F.O.B. Destination (project location outlined above). MoDOT is tax exempt. No additional fees, such as mobilization costs or fuel surcharges, allowed. These must be included in the lump sum total price quoted.

#### **Tools, Equipment, Permits, Licenses, Utility Locates**

The Contractor must provide all tools, equipment, vehicles, supplies, and materials and will be responsible for all costs including, but not limited to any necessary permits, licenses, etc., required by law and/or incidental to the work. **Note:** A MoDOT Right-of-way permit will not be required. The Contractor will be responsible for contacting "Missouri One-Call" and coordinating all activities with any utility companies with facilities (power lines, water, sewer, gas lines, etc.), if any, which may be affected during this work.

#### **Safety**

The Contractor will comply with applicable laws involving safety in the prosecution of the work. All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection, and a reflective safety vest in the performance of work. All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel.

#### **Work Scheduling, Notification Requirements, Traffic Control**

The Contractor shall furnish the Missouri Department of Transportation with a work schedule and work plan at least 48 hours before starting any work. Notification should be during the normal workday preceding the day on which the Contractor desires to initiate services. It will be necessary for a representative of the Missouri Department of Transportation to be present when work begins and to inspect the project site when work is completed. It will be necessary for the Contractor to coordinate scheduling with a MoDOT representative as MoDOT will provide any required traffic control during the project, if necessary. The Contractor shall be responsible for maintaining the existing traffic flow through the job site during the work. If disruption of the traffic flow occurs and traffic is backed up in queues of 15-minute delays or longer, then the Contractor shall discontinue work and move off of the roadway until the traffic delay clears. The contractor shall also review the work operations, which contributed directly to the disruption of traffic flow, and make adjustments to the operations to prevent queues from occurring again. If the Contractor believes a long-term single lane or complete road closure will be required, this must be coordinated in advance with MoDOT staff so proper notification may be published for the traveling public. Unless specifically authorized in advance, work shall be performed in daylight hours only and no work requiring MoDOT staff involvement will be performed outside of scheduled MoDOT work hours, so no overtime will be accrued by MoDOT staff. No work shall be performed on Saturdays, Sundays or state holidays.

#### **Temporary Suspension of Work**

The District Engineer or a designated representative shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time for safety, or other reasons to the advantage of the Department.

#### **Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$3,000,000** for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon notification of award, the Contractor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any purchase order or notice to proceed by

MoDOT. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The Contractor's inability to provide this documentation will result in his/her bid/quote being rejected.

**[ Clarification on Workmen's Compensation Policy.** – It is our understanding, if you have less than 5 employees (four employees and yourself) you do not need to carry workmen's compensation insurance by Missouri law. However, it is recommended for the protection of your staff and yourself. This project is not considered a construction project. To verify answers to any questions concerning workmen's compensation you should call the Missouri Dept. of Labor & Industrial Relations at (573)-751-4231 or visit their web site: [www.labor.mo.gov/DWC/](http://www.labor.mo.gov/DWC/)]

**Payment**

Payment will be made upon all work is completed to the satisfaction of the District Engineer or a designated representative and upon the receipt of a correct invoice showing charges in line with the quoted price.

**Award**

Award of this solicitation will be made on an "All Or Nothing" basis using the "lowest and best" principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for any addendums and tabulation/award results.

**E-Verify**

If the total project cost for this RFQ exceeds \$5,000, the awarded vendor will have to comply with the requirements of, complete the necessary forms, and provide the appropriate documents related to the federal E-Verify program.

**VENDOR NOTES**

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. **Responses may be faxed**, mailed, or hand-delivered.

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

All bidders must furnish **ALL** applicable information requested below

|  |   |
|--|---|
| Vendor Name/Mailing Address:<br><br>Email Address: | Vendor Contact Information (including area codes):<br>Phone #:<br>Cellular #:<br>Fax #: |
| Printed Name of Responsible Officer or Employee:   | Signature:  |
| For Corporations - State in which incorporated:    | For Others - State of domicile:   |

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.**

**M/WBE/DBE INFORMATION:** List all certified Minority or Women or Disadvantaged Business Enterprises (**M/W/DBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

| <u>MBE, WBE, or DBE</u> | <u>M/W/DBE Name</u> | <u>Percentage of Contract</u> | <u>M/W/DBE Certifying Agency</u> |
|-------------------------|---------------------|-------------------------------|----------------------------------|
| _____                   | _____               | _____                         | _____                            |
| _____                   | _____               | _____                         | _____                            |

If additional space is required, please attach an additional sheet and identify it as **M/W/DBE Information**

## Preference Certification

All bidders must furnish **ALL** applicable information requested below

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

| Item (or item number) | Location Where Item is Manufactured or Produced |
|-----------------------|---|
|                       |   |
|                       |   |
|                       |   |

If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

### Veteran Information

### Business Information

|  |   |
|--|---|
| Service-Disabled Veteran's Name (Please Print) | Service-Disabled Veteran Business Name                |
|  |   |
| Service-Disabled Veteran's Signature           | Missouri Address of Service Disabled Veteran Business |



**IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.**

**NO BID / NO QUOTE**

DATE: \_\_\_\_\_

TO: Missouri Department of Transportation – Northeast District  
General Services (Procurement) Division  
26826 U.S. Highway 63  
Macon, MO. 63552  
(573)-526-3169 – fax #

FROM: \_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Contact Person)

\_\_\_\_\_ (Mailing Address)

\_\_\_\_\_ (City, State, Zip Code)

\_\_\_\_ (Office Phone #)

\_\_\_\_ (Cellular Phone #)

\_\_\_\_\_ (Fax #)

\_\_\_\_\_ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # \_\_\_\_\_ for the reasons indicated below (check all that apply):

- ( ) Product or service is not available or cannot meet the required specifications
- ( ) Cannot make required deadline
- ( ) The delivery point or work location is outside of our territory or coverage/service area
- ( ) Other – Please explain below:

- ( ) Please keep our name on the bidder's list for future opportunities on this product or service.  
( ) Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN  
REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

**This “No Bid/No Quote” form may be faxed back to (573)-526-3169.**

**Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.**

#### **Tax Exempt Status**

The Missouri Highways and Transportation Commission (MHTC) is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

#### **Right of Acceptance/Rejection**

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

#### **General Performance**

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

#### **Invoicing and Payment**

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Inspection and Acceptance**

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

### **STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

### **GENERAL TERMS AND CONDITIONS**

#### **Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

### **Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### **Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### **Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.



- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

#### **Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

#### **Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

#### **Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

#### **Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### **Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

#### **Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

(T&C's Version August 2014)

**Informational Note: For mailing bid responses, UPS deliveries are typically made to the Procurement office in Macon in the mid-morning, while FedEx and U.S. Postal Mail are not typically received until the late afternoon. Regardless of delivery method, check with the carrier to ensure the response will be delivered before the 1:00 PM deadline. Late responses cannot be accepted.**